

Exhibit A

TERMS OF SERVICE AND WARRANTY POLICY

BEFORE YOU USE THE JPAY KIOSK OR YOUR JPAY TABLET AND THE SERVICES PROVIDED THEREUNDER, YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE AND WARRANTY POLICY (THE “AGREEMENT”). WE MAY AMEND THIS AGREEMENT AT ANY TIME. YOU AGREE TO BE BOUND BY THIS AGREEMENT UPON YOUR ACCEPTANCE. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY JPAY. IF YOU CANNOT READ OR UNDERSTAND THIS AGREEMENT, PLEASE CONTACT CORRECTIONAL STAFF FOR FURTHER EXPLANATION AND CLARIFICATION.

BY CLICKING THE “I AGREE” BUTTON, YOU ARE INDICATING THAT YOU CONSENT TO THIS AGREEMENT.

1. USE OF THE KIOSK, YOUR JPAY TABLET AND RELATED SERVICES. Your use of the JPay Kiosk (“Kiosk”) is a privilege. Misusing or damaging the Kiosk may lead to denial of this privilege, administrative and disciplinary sanctions, and/or legal action against you.

This Terms of Service and Warranty Policy applies to all services you may access through the Kiosk or your JP3, JP4, JP5 Mini, or JP5S (or any successor thereto) Tablet (each of which shall be referred to herein as your “Tablet”). These services include, but are not limited to, stamp purchases, email, VideoGrams, eCards, video visitation, phone account funding, music, games, video content (movies, TV episodes, and videos), news, audio and eBooks, educational materials, and/or Tablets, (including Loaner Tablets, if applicable) and Tablet accessory purchases (each a “Service” and collectively, the “Services”). Each correctional facility will determine which Services will be made available to you, in addition to the procedures and guidelines that govern the use of the Services.

You are permitted to use only those Services that you are authorized to use under the jurisdictional administrative regulations applicable to you. ALL EMAIL, CORRESPONDENCE, AND COMMUNICATIONS, INCLUDING VIDEO VISITS, BETWEEN YOU AND OTHERS IN CONNECTION WITH YOUR USE OF THE SERVICES ARE SUBJECT TO MONITORING, RECORDING, INTERCEPTION AND DISCLOSURE, AND ARE NOT PROTECTED BY ATTORNEY-CLIENT PRIVILEGE. All emails, including email attachments, are monitored and reviewed by the correctional facility where you reside, or by JPay at the request of the correctional facility. Prior to the release and distribution of emails to you, all emails and their attachments must be approved by the correctional facility, or by JPay at the request of the correctional facility. Since emails are subject to monitoring, review and approval prior to distribution, there may be delays in delivery. Under certain circumstances, a correctional facility may decline to distribute an email or an email attachment, if the email or attachment violates its policies. In such instances, neither the correctional facility nor JPay shall be responsible to the sender or you for the failure to deliver such emails or attachments if any. If a correctional facility places you under temporary restriction or suspension from the use of JPay products and services, JPay is under no obligation to continue to provide such products and services to you, and emails may not be delivered to you.

If a correctional facility decides to censor an email, or if you decide to delete an email, any attachments to that email will also be removed from your account. Each email communication you send is subject to a character limit, and the number of emails which may be stored in your inbox is limited as well. Please

check the Frequently Asked Questions (“FAQs”) for these limits applicable at your correctional facility. Email communications dated before January 1, 2015 are only accessible via the Kiosk and cannot be downloaded or accessed on your Tablet.

2. **FEES AND REFUNDS.** Fees charged to you for certain Services may include the suggested retail price for the Service, as well as additional fees to cover infrastructure and network costs incurred by JPay in connection with the provision of these Services. You may also be charged sales tax where required.

You will not be entitled to a refund due to your inability to access any of the Services as a result of any downtime experienced by the Kiosks, wireless connectivity failures, or restrictions imposed by the correctional facility. In the event that you are transferred to a correctional facility that is not serviced by JPay or lose access to the Service as a result your transfer, JPay will not refund you for your Tablet or any Service purchases.

The transfer of funds to your JPay Media Account is a non-refundable transaction, and funds in such Media Account are not transferable. JPay may make a deduction from your Media Account because of a dispute, legal process, reversed deposit, fees, inappropriate use and/or manipulation of the JPay system, a correction to your account, transfers of funds with the use of what JPay has determined to be an unauthorized form of payment, or other similar reasons. If such a deduction is necessary, notification will be provided to you. The availability and prices for the Services are subject to change without notice.

If the correctional facility in which you reside permits stamp purchases from your trust and/or JPay Media Accounts, such purchases may not be canceled, are non-refundable, non-transferable, and any unused stamps will not be refunded. If the correctional facility in which you reside permits debit phone time account funding from your trust account, such purchases may also not be canceled and are non-refundable.

3. **YOUR PURCHASE OF JPAY TABLET AND CONTENT.** All Tablet purchases are non-refundable. By purchasing a Tablet, you agree to the Tablet’s Limited Warranty listed in the following section as well as the Kiosk’s Frequently Asked Questions. If you have an issue with your Tablet during the warranty period, you must submit a support ticket to the JPay Inmate Support Services Team by using the “Communications Center” located on the Kiosk.

The Tablet will ship to the correctional facility at which you reside at the time of purchase within forty-five (45) business days from the date of purchase. Depending on your correctional facility’s own procedures, it may take additional time for the correctional facility staff to deliver the Tablet to you. JPay is not responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay’s control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather or acts of God.

As used in this Agreement, “Content” includes content and components thereof purchased from JPay, including games, music, news, software, technology, text, books, sound, graphics, pictures, video, code,

and all audiovisual or other material appearing on or transmitted to and/or from the Kiosk and/or Tablet. JPay does not guarantee the accuracy or reliability of the Content or that it is error-free. You understand that you may be exposed to Content that may be deemed offensive, indecent, or objectionable. JPay will have no liability to you for Content found to be offensive, indecent, or objectionable. You agree to use the Content at your sole risk.

JPay may change Content options and availability at any time without notice. The download time or functionality of any of our Services may vary depending on the network and connectivity at your correctional facility. On occasion, purchased Content may become unavailable prior to download and previously purchased and downloaded Content may be removed from your Tablet while you are a resident at the correctional facility. In such cases, JPay will issue you a credit, which may be used for a future purchase while you are a resident at a correctional facility in the state agency from which you purchased the Content. If JPay provides you with a replacement Tablet pursuant to the terms of the warranty or for any other reason, or if you or a friend or family member purchase a new Tablet, previously downloaded news Content will not be accessible on the new Tablet.

The Content is provided for your personal, non-commercial entertainment use. During your incarceration, you may only access and view the Content and/or Services while you are a resident at a correctional facility in the state agency where you purchased such Content and/or Services.

All Content embodies the intellectual property of a third party and is protected by law. You agree not to modify, or attempt to modify, any Content for any reason whatsoever, unless expressly authorized or stated within the applicable legal notices. Content and all other intellectual property rights in or to the Content are owned by JPay or JPay's third party licensors and is protected by United States and international copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. In addition, unless expressly authorized by JPay or stated in the applicable legal notices, you shall not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, decompile, disassemble, reverse engineer, attempt to "pass-off" any Content as your own work, or otherwise make unauthorized use of the Content.

MP3 downloads of SONY BMG products are sold directly by SBMG Digital LLC via Neurotic Media LLC as Agent.

After Your Release

After your release from the correctional facility, you may have the security features removed from your Tablet ("unlocked") so that certain Content may be accessible to you outside of the correctional facility. This only applies to Tablets that were purchased by you or a friend or family member.

To have your Tablet unlocked, you must mail in the Tablet to the address below. If you mail the Tablet while you are still incarcerated, JPay will cover the cost of shipping. If you mail in the Tablet to JPay after you are released, you will be responsible for covering any shipping costs.

Please mail the Tablet package to:
JPay/Securus Technologies-Warehouse
3220 Keller Springs Ste. 118
Carrolton, TX. 75006

Please include the following in the package:

- Tablet
- The address of the correctional agency where you were incarcerated
- Your first and last name
- Your Inmate ID #
- Telephone Number
- Return Mailing Address

Upon receipt of the Tablet by JPay, if JPay determines the Tablet is functioning, games and music purchases downloaded on the device and music in your library at the time of your release will be made accessible to you through your unlocked Tablet. JPay will mail to you the unlocked Tablet containing those games and music and, if necessary, a USB drive containing music in your library if your Tablet is not storing your entire music library due to storage capacity. **Any emails and their attachments, as well as VideoGrams, will not be made available to you upon your release.**

If JPay determines that the Tablet is not functioning, JPay will return to you the non-functioning Tablet, along with a USB drive containing your music purchases only. Games and any saved emails and their attachments will not be included with the USB contents.

Please allow up to forty-five (45) business days from the date JPay receives your Tablet for delivery to you of the unlocked Tablet or USB drive. After forty-five (45) business days, you may follow up on the status of your unlocked Tablet or USB drive by contacting JPay via email at tabletunlocksupport@jpay.com.

Movies, Television Shows, and Other Video Rentals

In certain correctional facilities, JPay may make available for rental and viewing a selection of full-length movies, episodes of television shows, and other videos (collectively hereafter referred to as "Video Content"). This Video Content is available for a limited viewing period only and is not a permanent download. Beginning when you first rent the Video Content, it will only be available on your Tablet for a period of thirty (30) days (the "Rental Period"). After the Rental Period ends, the Video Content will be automatically deleted from your Tablet, whether you have viewed the Video Content in its entirety or not. If you wish to view the Video Content after the Rental Period ends, you must rent it again. During the thirty (30)-day Rental Period, you will have a period of 48 forty-eight (48) hours from the point of initial playback to view the Video Content (the "Viewing Period"). Once the Viewing Period has expired, the Video Content will be automatically deleted from your Tablet. You will have the option to rent the Video Content again (if the Video Content is still available). Note that if you begin watching the Video Content

on the last day of the (30)-day Rental Period, you will only have until midnight of that day to finish viewing the Video Content, not the full 48-hour Video Period. If you are unable to complete watching the Video Content, JPay will not be responsible and will not be obligated to issue or supply you a refund.

This Video Content service is only available to you while you are a resident of a correctional facility. Once you are released, JPay's rental service will no longer be available or accessible to you, even if you retain ownership of your Tablet.

4. **TABLET LIMITED WARRANTY.** JPay warrants that the Tablet will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of ninety (90) days following the date on which you first connect the Tablet to the Kiosk. In certain correctional facilities, the warranty period may be longer. Please check the Frequently Asked Questions" ("FAQs") to know the warranty period that applies to your correctional institution. This warranty is provided to you and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification or accident. JPay shall not be liable if a certain component, accessory, or feature is not available on the Tablet due to restrictions imposed by the applicable correctional facility.

To obtain warranty service, you must submit a support ticket to the Inmate Support Services Team by using the "Communications Center" located on the Kiosk. JPay will attempt to troubleshoot the issue. If further assistance is needed, JPay will repair or replace the product or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A replacement Tablet assumes (i) the remaining warranty time available on the original Tablet (which is calculated from the date that you first submit a support ticket), or (ii) a warranty period of thirty (30) days following the date the replacement Tablet is delivered to the correctional facility in which you reside, whichever date is later.

JPay will repair or replace any defective earbud headphones (that accompanied your Tablet purchase) if you submit a support ticket within two (2) weeks of your receipt of the earbud headphones. If you are a resident of a correctional facility in the State of Idaho, however, you will have thirty (30) days to submit the support ticket regarding the defective earbud headphones.

If JPay determines that you qualify for a replacement Tablet or earbud headphones under our Return Merchandise Authorization (RMA) process, JPay will ship the replacement product to the correctional facility at which you reside within forty-five (45) business days from the date the support ticket generating the RMA was submitted. Depending on your correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the Tablet to you. JPay will not be responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather or acts of God.

JPay does not warrant, and shall not be responsible for, any lost Content or data contained in the Tablet regardless of the cause of the loss. JPay's products are not warranted to operate without failure. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

JPay is not responsible for damage to the Tablet arising from failure to follow instructions relating to the Tablet's use. This warranty does not apply to: (a) cosmetic damage, including but not limited to, scratches and dents; (b) damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake, or other external causes; (c) damage caused by service on the Tablet performed by anyone who is not a JPay representative; (d) a Tablet that has been modified; or (e) a Tablet confiscated by correctional staff.

5. **TABLET ACCESSORIES.** If the correctional facility in which you reside permits the purchase of accessories, including but not limited to, USB cables, barrel chargers, headphones and/or armbands (each an "Accessory" and collectively, the "Accessories"), such purchases are non-refundable. By purchasing an Accessory, you agree to the Accessory's Limited Warranty listed in the following section as well as the Kiosk's Frequently Asked Questions. If you have an issue with your Accessory during the warranty period, you must submit a support ticket to the JPay Help Desk.

JPay will not be liable for any loss, destruction or damage to the Accessory. JPay provides the Accessory subject to the rules and policies of your correctional facility. At any given time, you may only own one of each Accessory available.

Accessories must be used in compliance with all applicable laws, rules and regulations. Use of the Accessory is a privilege and misuse may lead to denial of this privilege, confiscation of the Accessory, administrative and disciplinary sanctions, and/or legal action.

JPay will ship Accessories to the correctional facility at which you resided at the time of purchase within fifteen (15) business days from the date of purchase. Depending on your correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the Accessory to you. JPay is not responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather, or acts of God.

6. **ACCESSORY LIMITED WARRANTY.** JPay warrants that the Accessory will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of sixty (60) days following the date the Accessory was purchased. This warranty is provided to you and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification, or accident. This sixty (60)-day warranty period applies only to Accessories purchased separately from any Tablet.

To obtain warranty service, you must submit a support ticket to the JPay Inmate Support Services Team by using the "Communications Center" located on the Kiosk within the sixty (60)-day warranty period. JPay will attempt to troubleshoot the issue. If troubleshooting does not resolve the problem, JPay will repair or replace the Accessory or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A replacement Accessory assumes (i) the remaining warranty time available on the original Accessory (which is calculated from the date that you first submit a support

ticket), or (ii) a warranty period of thirty (30) days following the date the replacement Accessory is delivered to the correctional facility in which you reside, whichever date is later.

JPay will ship replacement Accessories to the correctional facility at which you resided at the time the replacement was requested within fifteen (15) business days from JPay's approval of the replacement. Depending on your correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the replacement Accessory to you. JPay is not responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather, or acts of God.

JPay is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to cosmetic damage, including but not limited to, scratches and dents; (b) to damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; (c) to damage caused by service performed by anyone who is not a representative of JPay; or (d) to an Accessory that has been confiscated by correctional staff.

Notwithstanding the foregoing, JPay provides the Accessory subject to the rules and policies of each applicable correctional facility.

THE FOREGOING IS JPAY'S SOLE WARRANTY. JPAY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. JPAY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE TABLET AND/OR ACCESSORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE KIOSK, TABLET, CONTENT, AND SERVICES ARE PROVIDED BY JPAY INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. JPAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE KIOSK, TABLET, OR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE KIOSK, TABLET, AND SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, JPAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JPAY (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND STOCKHOLDERS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE KIOSK, A TABLET, AN ACCESSORY AND/OR THE SERVICES, ANY NON-TRANSMITTAL OF A COMMUNICATION, OR FOR DELAY OR ERRONEOUS DELIVERY OF A COMMUNICATION, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

7. **LOANER TABLET PROGRAM AND CONTENT.** If you are a resident of a correctional facility, at the discretion of the facility, JPay may provide you with a Loaner Tablet at no cost to you. Loaner Tablets are considered the property of JPay, and are to be used in accordance with the procedures and guidelines that govern this Service, which may be communicated to you by your correctional facility, in this Agreement or in the Frequently Asked Questions (FAQs) section of the Kiosk. If you have an issue with your Loaner Tablet, you must submit a support ticket to the JPay Inmate Support Services Team by using the “Communications Center” located on the kiosk.

Upon release or transfer from your correctional facility, you will be required to return your Loaner Tablet to JPay. If you are released or transferred to a correctional facility that does not have Loaner Tablets available, JPay will provide you with a USB drive containing your purchased music. Any emails and their attachments, as well as VideoGrams, will not be made available to you on the USB drive. This USB drive may be shipped to your home address.

To have a USB drive containing your music shipped to your home address, you will be required to submit a support ticket to JPay’s Inmate Support Services Team containing the following information:

- The address of the correctional agency where you were incarcerated
- Your first and last name
- Your Inmate ID #
- Telephone Number
- Return Mailing Address

Please allow up to forty-five (45) business days from the date you submitted your support ticket for delivery of your USB drive. After forty-five (45) business days, you may follow up on the status of your USB drive by contacting JPay customer service at 1(800)-574-5729.

8. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of conflict or choice of law rules.

9. **DISPUTE RESOLUTION & ARBITRATION AGREEMENT (“Arbitration Agreement”)**

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

(a) Scope of the Arbitration Agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both you and JPay agree that any legal dispute between you and JPay, no matter the date of accrual, that relates to or arises in any way from (1) these Terms of Service and Warranty Policy and the provisions and disclosure therein, (2) any purchase by you, (3) any JPay product or service, and (4) any advertising, promotion or communication between you and JPay, shall be resolved through binding individual arbitration.. You understand and

agree that you are waiving your right to sue or go to court to assert or defend your rights. However, either you or JPay may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term dispute (“Dispute”) means any dispute, action, claim, or other controversy between you and JPay, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. Dispute will be given the broadest possible meaning allowable under law.

- (b) Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by: (1) first class or registered mail to JPay, Inc., 10981 Marks Way, Miramar FL, 33025; or (2) by email at Resolutions@JPay.com; or (3) to you by JPay at the postal address of your correctional facility or if you are a user of JPay’s email services, to your JPay email account. Both you and JPay agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- (c) How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. For your convenience, we have included a copy of the AAA Consumer Arbitration Rules in the Frequently Asked Questions (FAQs) section of the kiosk. The AAA may also be contacted, and claims may be filed, by mailing your correspondence to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and JPay agree otherwise, including on whether to conduct arbitration by telephone or videoconference, any arbitration hearing shall take place in the county of your residence (as so determined by the location of your correctional facility).
- (d) WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations, no matter the date the claim accrued, shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and JPay also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities, and in so doing, you and JPay hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.
- (e) Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the United States Federal Arbitration

Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, Florida law will govern. JPay will provide notice of any material changes to this Arbitration Agreement. Except as set forth above in paragraph 9(d), regarding the class action waiver provision, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Except as specifically set forth below in 9(f), only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope.

(f) RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THE SCOPE, VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND REPRESENTATIVE OR CLASS-WIDE ARBITRATION ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND NOT BY AAA OR ANY ARBITRATOR. IF A LAWSUIT IS FILED TO ENFORCE THESE WAIVERS THE PARTIES AGREE THAT THE ARBITRATION SHALL BE IMMEDIATELY STAYED, BY AGREEMENT OR COURT ORDER, UNTIL THE COURT CASE IS RESOLVED AND ALL APPELLATE REVIEW IS EXHAUSTED. THE COST OF PROCEEDINGS UNDER THIS SECTION, INCLUDING, WITHOUT LIMITATION, EACH PARTY'S ATTORNEYS' FEES AND COSTS, SHALL BE BORNE BY THE UNSUCCESSFUL PARTY. THE PARTIES HEREBY CONSENT TO JURISDICTION AND VENUE IN MIAMI-DADE COUNTY AND WAIVE ANY OBJECTIONS THERETO.

(g) WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF SECTION (9)(f) BE STRICKEN FROM THIS AGREEMENT OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 9 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED IN FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

10. **INDEMNIFICATION.** To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless JPay, its affiliates and their respective directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) your breach of this Agreement, and (b) your use of the Services.

11. **SEVERABILITY.** If any provision of the Agreement shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement with respect to the subject matter hereof. The Agreement may not be altered, supplemented, or amended by the use of any other document(s). Notwithstanding the foregoing, the rules and policies of the applicable correctional facility may also govern the sale and use of the Tablet.